

May 1, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT TO SEXUALLY TRANSMITTED DISEASE SYPHILIS
SOCIAL MARKETING CAMPAIGN SERVICES AGREEMENT
WITH AIDS HEALTHCARE FOUNDATION, INC.
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1, substantially similar to Exhibit I, to Agreement No. H-207538 with AIDS Healthcare Foundation, Inc. (AHF) which expires on May 31, 2003, to extend its term for six additional months through November 30, 2003, at no additional net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services or his designee, to sign Amendment No. 1 to Agreement No. H-207538 with AHF extending the term of the agreement through November 30, 2003, for the continued provision of a syphilis social marketing campaign targeted for testing, treatment, and reducing transmission of syphilis among Men Who Have Sex With Men (MSM). Preliminary evidence indicates that this campaign has been effective in increasing syphilis awareness and testing among the targeted population. Extending the term at no additional cost to County will enable AHF to continue to evaluate the impact of the campaign and complete all planned activities.

FISCAL IMPACT/FINANCING:

There are no additional net County costs associated with this action. The County total maximum obligation of \$394,345 remains unchanged. Funds are included in the FY 2003-04 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In March 2000, the Department's Sexually Transmitted Disease (STD) Program became aware of a new syphilis outbreak among MSM in Los Angeles County. As a result, the Board authorized the use of Department of Health Services (DHS) funds to address this outbreak including funds to increase testing at commercial sex venues (CSVs) for MSM, testing and treatment at the K-11 unit for gay men and transgender in the Men's County Jail.

In early 2001, new syphilis cases among MSM began to increase. By the end of 2001, a total of 387 new syphilis cases had been reported in Los Angeles County, compared with 330 in 2000. Of these 387 cases, 175 (45%) were known to be among MSM (compared with 127 known MSM cases in 2000). Of the 175 known MSM cases in 2001, 100 (58.5%) were Human Immunodeficiency Virus (HIV) positive.

On September 4, 2001, the Department responded to an August 20, 2001 Board motion to develop and implement a plan for additional efforts to be taken to address the level of endemic syphilis infection. The plan included the following: 1) develop a community agency liaison between DHS and commercial sex venues; 2) increase screening efforts, using three unfilled positions at the STD Program; and 3) develop and implement a targeted syphilis prevention media campaign directed at MSM in the amount of \$450,000 over a 12 month period.

In December 2001, the Department worked closely with the Syphilis Media Organizing Committee (SMOC) and a consortium of community agencies serving the affected population for a 2001-holiday media campaign in the amount of \$55,655 to address critical needs during the holiday period.

On April 30, 2002, the Board approved the agreement with AHF for the provision of addressing high risk behaviors in the MSM population, responding to community concerns, and implementing media-related objectives of the year 2000 syphilis media campaign. The agreement is April 30, 2002 through May 31, 2003, with a net County cost maximum obligation of \$394,345.

County Counsel has reviewed and approved Exhibit I as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended amendment to extend the term of the contract with AHF for an additional six months will allow the Department to complete the activities of improving the level of services to the MSM population and to develop a plan to integrate the perspectives of our local syphilis elimination efforts.

The Honorable Board of Supervisors
May 1, 2003
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When approved, the Department of Health Services requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:jr

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET/CD2335.JR

SUMMARY OF AMENDMENT

1. TYPE OF SERVICES:

Provision of the syphilis social marketing campaign to increase syphilis testing and treatment and decrease syphilis transmission among men who have sex with men.

2. AGENCY INFORMATION:

AIDS Healthcare Foundation, Inc.
6255 West Sunset Blvd., 21st Floor and 6210 Sunset Boulevard, 2nd. floor
Los Angeles, California 90028 Los Angeles, California 90028
Attention: Karen Mall,
 Director of Prevention and Testing
Telephone: (323) 468-2581
Facsimile: (323) 468-2591

3. TERM OF AMENDMENT:

Extends the term of the agreement for six additional months through November 30, 2003.

4. FINANCIAL INFORMATION:

There are no additional net County costs associated with this action. The County total maximum obligation of \$394,345 remains unchanged. Funds are included in the FY 2003-04 Proposed Budget.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

James Haughton, M.D., M.P.H., Medical Director, Public Health

7. APPROVALS:

Public Health: Jonathan E. Fielding, M.D., M.P.H.

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Robert R. Ragland, Deputy County Counsel

Contract No. H-207538-1

SEXUALLY TRANSMITTED DISEASE
SYPHILIS SOCIAL MARKETING CAMPAIGN SERVICES AGREEMENT

AMENDMENT No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "COUNTY"),

and

AIDS HEALTHCARE FOUNDATION,
INC. (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"SEXUALLY TRANSMITTED DISEASE SYPHILIS SOCIAL MARKETING CAMPAIGN
SERVICES AGREEMENT", and further identified as County Agreement
No. H-207538 (hereafter "Agreement") between the County and AIDS
Healthcare Foundation, Inc., effective April 30, 2002 through May
31, 2003; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend the term for an additional six months through
November 30, 2003, at no cost to the County;

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall be effective on the date of Board
approval and shall remain in full force and effect to, and

including November 30, 2003.

2. Paragraph 58. COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the Agreement as follows:

"58. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any

such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or

bar Contractor from the award of future County
contracts for a period of time consistent with the
seriousness of the breach.

3. Except for the changes set forth hereinabove, Agreement
shall not be changed in any other respect by this Amendment.

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In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

AIDS HEALTHCARE FOUNDATION, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By _____
Acting Chief, Contracts and
Grants Division

JR:10/23/02